IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF: **SUPER PET CENTER, INC.** **Debtor**	**CASE NO.: 10-08177 (SEK)** **CHAPTER 11**

MOTION TO ASSUME NON-RESIDENTIAL LEASE
WITH PLAZA LAS AMÉRICAS, INC.

TO THE HONORABLE COURT:

COMES NOW, Super Pet Center, Inc. as Debtor and Debtor in Possession for the above-captioned case (hereinafter referred to as Debtor), and through the undersigned attorneys and STATES and PRAYS:

1. On September 3, 2010, the Debtor filed its petition for relief pursuant to the provisions of chapter 11 of the Bankruptcy Code.
2. The Debtor holds a lease with Plaza Las Américas, Inc. for the commercial premises located at Plaza Las Américas shopping center.
3. Pursuant to 11 USC 365, the Trustee (herein, Debtor in Possession) subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor. 11 USC 365(a).
4. The ultimate purpose behind 11 USCA § 365 is to allow the debtor in possession to pick and choose among its agreements and assume those which benefit estate and reject those which do not, using its sound business judgment. In re: Pomona Valley Medical Group, Inc., 476 F. 3d. 665 (9th Cir. 2007); In Re: Phar-Mor, Inc. v. Strouss Bldg. Associates, 204 B.R. 948, ND Ohio (1997).

5. The Debtor wishes to assume the non-residential lease with Plaza Las Américas, Inc. The operation of the store subject to the lease with Plaza Las Américas is one of the key components of Debtor's reorganization. The assumption of the same is necessary for the success of the reorganization process.

6. Plaza Las Américas filed claim #21 in the amount of $47,884.75. The Debtor acknowledges and accepts the amounts claimed by Plaza Las Américas.

7. The Debtor proposes to pay the pre-petition arrears owed to Plaza Las Américas in eighteen (18) consecutive and equal monthly installments. Payment of the same will commence upon the approval of this motion.

8. Furthermore, the treatment provided to this claim, or any agreement reached between the parties will supercede the proposed treatment in Debtor's Plan of Reorganization.

9. Currently, all post petition rents are current and the Debtor is negotiating with Plaza Las Américas the extension of this lease.

NOTICE

You are hereby notified that on this date the Debtor filed its request to assume the lease with Plaza Las Américas, Inc. Unless an objection is filed on or before twenty one (21) days after the receipt of this notice, or any other date set by this Honorable Court, an order may be entered approving the same without further notice and hearings. Should a timely objection be filed, the Court will schedule a hearing.

WHEREFORE pursuant to the above stated, the Debtor prays the Court that grants the assumption of the lease agreement held with Plaza Las Américas, Inc.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 26th day of January 2011.

I HEREBY CERTIFY that on this date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System, which will send notification of such filing to the parties appearing in said system as follows, including counsel for Plaza Las Américas, and to Plaza Las Américas Inc. to PO Box 363268, San Juan, PR 00936:

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